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21SL-CC02136 - KENNETH MARSH ET AL V TALLADEGA TOWING & TRA ET
AL (E-CASE)

[Case File](#) | [Parties & Attorneys](#) | [Docket Entries](#) | [Charges, Judgments & Sentences](#) | [Service Information](#) | [Filings Due](#) | [Scheduled Hearings & Trials](#) | [Civil Judgments](#) | [Garnishments/Execution](#)

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05/11/2021 ☐ **Judge Assigned**

DIV 15

☐ [Pet Filed in Circuit Ct](#)

Initial Complaint; Exhibit A; Exhibit B; Exhibit C.

Filed By: MAXWELL JOSEPH GROSWALD**On Behalf Of:** KENNETH MARSH, NITRO TRANSPORT LLC, NITRO AUTO SALES LLC
☐ **Filing Info Sheet eFiling**
Filed By: MAXWELL JOSEPH GROSWALD

05/12/2021 ☐ **Judge/Clerk - Note**

NO SUMMONS ISSUED TO TALLADEGA TOWING DUE TO MISSING SERVICE FEES OR SPECIAL PROCESS SERVER FORM. SERVICE FEE FOR SERVICE BY ST. LOUIS COUNTY SHERIFF = \$36.00 PER DEFENDANT WITH A ST. LOUIS COUNTY ADDRESS. PLEASE E-FILE A SERVICE MEMO WITH THE MISSING SERVICE FEES ATTACHED, OR FILE SPECIAL PROCESS SERVER FORM FROM OUR WEBSITE. WHEN CORRECTED, PLEASE CALL CLERK, MOLLY, (314) 615-8470.

☐ [Summ Issd- Circ Pers Serv O/S](#)

Document ID: 21-SMOS-431, for COMMERCIAL RELATIONSHIP RECOVERY, INC..

☐ [Motion Special Process Server](#)

Request for Appointment of Process Server.

Filed By: MAXWELL JOSEPH GROSWALD**On Behalf Of:** KENNETH MARSH, NITRO TRANSPORT LLC, NITRO AUTO SALES LLC
☐ [Summons Issued-Circuit](#)

Document ID: 21-SMCC-4149, for TALLADEGA TOWING & TRANSPORTATION LLC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

05/26/2021 ☐ [Amended Motion/Petition Filed](#)

Amended Petition; Exhibit A; Exhibit B; Exhibit C.

Filed By: MAXWELL JOSEPH GROSWALD**On Behalf Of:** KENNETH MARSH, NITRO TRANSPORT LLC, NITRO AUTO SALES LLC
☐ **Note to Clerk eFiling**
Filed By: MAXWELL JOSEPH GROSWALD

06/03/2021 ☐ [Summons Issued-Circuit](#)

Document ID: 21-SMCC-4828, for ASCENTIUM CAPITAL, LLC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service. Note* You must not forward

summons to the St. Louis County Sheriff/Process Server before issue date on summons. Failure to follow these instructions may result in your summons being returned.

06/23/2021 ☐ [Corporation Served](#)

Document ID - 21-SMCC-4828; Served To - ASCENTIVM CAPITAL, LLC; Server - CT CORP; Served Date - 23-JUN-21; Served Time - 00:00:00; Service Type - Territory 30; Reason Description - Served; Service Text - LC

**IN THE CIRCUIT COURT OF SAINT LOUIS COUNTY
STATE OF MISSOURI**

Kenneth Marsh,

and

Nitro Transport, LLC

and

Nitro Auto Sales, LLC

Plaintiffs,

vs.

Commercial Relationship Recovery, Inc.

and

Talladega Towing & Transporting, LLC

SERVE:

Talladega Towing & Transporting, LLC
Registered Agent: Michael D. Thompson
12347 Spanish Trace
St. Louis, MO 63043

or:

Talladega Towing & Transporting, LLC
Registered Agent: Michael D. Thompson
6425 Etzel Avenue
St. Louis, MO 63133

SERVE:

Commercial Relationship Recovery, Inc.
Registered Agent
104 Greenfield Drive, Suite 8-336
Tonawanda, New York 14150

or:

Commercial Relationship Recovery, Inc.
Registered Agent
5651 Main Street, Suite 8-336
Williamsville, New York 14221

Cause No: 21SL-CC

Division:

Jury Trial Demanded

PETITION

COMES NOW, Plaintiffs, Kenneth Marsh (“Mr. Marsh”), Nitro Transport, LLC (“Nitro Transport”), and Nitro Auto Sales (“Nitro Auto”), collectively referred to as “Plaintiffs,” and for their petition against Commercial Relationship Recovery, Inc., (“CR2”) and Talladega Towing & Transporting, LLC (“Talladega”), states as follows:

Venue and Jurisdiction

1. Jurisdiction and venue are proper as to Talladega because Talladega’s registered agent is located in Saint Louis County, Missouri.
2. Jurisdiction and venue are proper as to CR2 pursuant to Mo. Rev. Stat. § 506.500 because CR2 engaged in a business relationship with Talladega and has availed itself by engaging in business in Saint Louis County.

Facts

3. Mr. Marsh is a resident of the State of Illinois.
4. Mr. Marsh is the owner of Nitro Transport, LLC, and Nitro Auto Sales, LLC.
5. Both of the aforementioned LLC’s regularly do business in the greater Saint Louis area (this includes both Missouri and Illinois), and are engaged in the business of towing and repossessing vehicles on behalf of third parties.
6. Plaintiff’s biggest client is Gateway Classic Cars (“Gateway”).
7. Michael D. Thompson (hereinafter “Mr. Thompson”) is a resident of Saint Louis County, and the owner and registered agent of Talladega.
8. Talladega regularly conducts business in the greater Saint Louis area.
9. Talladega is in the business of towing and repossessing vehicles on behalf of third parties.

10. CR2 is “recovery company” that acts on behalf of commercial lenders to recover collateral for their clients.
11. CR2’s principal place of business is in the State of New York.
12. Plaintiff is the owner of a 2020 Dodge Ram 4500 (the “Ram 4500”), and obtained financing from Ascentium Capital (“AC”) to purchase the aforementioned vehicle. See Exhibit A.
13. In April of 2021, Plaintiff allegedly defaulted on the loan with AC.
14. AC hired CR2 to recover the Ram 4500.
15. CR2 subsequently employed Mr. Thompson and Talladega to recover the Ram 4500.
16. All acts done by Mr. Thompson and Talladega were done on behalf of CR2, at the behest of CR2, and were done within the scope of Mr. Thompson’s employment by CR2.
17. Talladega is not authorized to carry out the task for which CR2 employed Talladega for. See Exhibit B.
18. Mr. Thompson called Gateway and spoke with employees named “Mason” and “Damon.”
19. Mr. Thompson told Mason and Damon that Mr. Marsh’s Ram 4500 was under “repo status.”
20. Mr. Thompson told Mason and Damon that if Mr. Thompson captured the Ram 4500, and any of Gateway’s collateral was attached to the Ram 4500, then Mr. Thompson would also seize Gateway’s inventory.
21. Mason called Mr. Marsh to inform him of this incident.
22. Mr. Marsh called Mr. Thompson via phone to confront him.

23. Mr. Thompson told Mr. Marsh that if Mr. Marsh did not surrender the collateral immediately, then Mr. Thompson would go to visit “the pharmacy.”
24. Mr. Marsh’s wife works at a pharmacy, so this was clearly a thinly veiled threat that Mr. Thompson was going to harass Mr. Marsh’s wife.
25. Mr. Thompson then stated “that’s only the f***ing beginning... I am going to involve your whole f***ing family and everyone you know, and everyone is going to hate you. You have two hours to turnover this f***ing car or else...”
26. As a result of this incident, Gateway terminated Plaintiff from all further business dealings. See Exhibit C.

Count I: Tortious Interference with Contract or Business Expectancy as to all

Defendants

COMES NOW, Plaintiffs, and for this claim of tortious interference with a contract or business expectancy, states as follows:

27. Plaintiff realleges and incorporates all of the above paragraphs as if full stated herein.
28. Plaintiff reasonably expected income derived from a continuous business relationship with Gateway.
29. Defendants knew that Plaintiff expected income from a continuous business relationship with Gateway.
30. Defendants intentionally interfered with this business expectancy by inducing and/or causing a breach of the contract or business relationship/business expectancy.
31. Defendants conduct was entirely without justification.

32. Plaintiffs have been catastrophically financially damaged by Defendants' conduct in an amount equal to the amount of expected income Plaintiffs would have had but for Defendants' tortious interference.

WHEREFORE, Plaintiffs prays this Court enter a judgment against all defendants jointly and severally in excess of \$25,000.00 (twenty-five thousand dollars and no cents); for economic damages, actual damages, consequential damages, and punitive damages; for attorneys' fees and court costs; and for such other and further relief this Court deems just and proper.

Respectfully Submitted,

Groswald Law, LLC

/s/ Maxwell J. Groswald

Maxwell J. Groswald #65938MO

Groswald Law, LLC

P.O. Box 179343

Saint Louis, MO 63117

P: 314-736-1275

F: 314-442-4116

E: maxwell@groswald.com

EQUIPMENT FINANCE AGREEMENT

Agreement No. 2421594

THIS IS A COPY
of the original document
by the designated custodian
Kingwood, TX 77339-1535
AscentiumCapital.com

21SL-CC02136

Electronically Filed - St Louis County - May 11, 2021 - 06:03 PM



DEBTOR ("you" or "your"): NITRO AUTO SALES LLC		ADDRESS 6850 US 67, IMPERIAL, MO 63052		TERM: 72	
PAYMENT SCHEDULE: 3 @ \$99.00, 69 @ \$1,476.39					
<p>COLLATERAL: Items of personal property as generally described herein which Ascentium Capital LLC and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request.</p> <p>Personal Property Description: 2020 RAM 4500, TT&L</p>					
<p>Agreement. Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.</p> <p>Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary.</p> <p>Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, including without limitation any defect, damage or unfitness of the Collateral. You acknowledge you selected the Supplier and Collateral and the Supplier is not our agent nor are we their agent. If the Collateral is unsatisfactory for any reason, your only remedy, if any, shall be against the Supplier and not against us.</p> <p>Collateral. You will use the Collateral for commercial purposes only and in compliance with law. You will not sell, transfer, assign or lease the Collateral or otherwise allow the Collateral to be used by anyone other than you. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.</p> <p>Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary.</p> <p>Insurance. During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.</p> <p>Default and Remedies. If any one of the following occurs with respect to you or any guarantor, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed</p>			<p>against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA or (iv) you merge, consolidate with, or sell all or substantially all of your assets or a majority of your ownership interests to any third party. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 3% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral and/or (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.</p> <p>General. This EFA shall be governed and construed under the laws of the State of California without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of courts located in California in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial. Time is of the essence with respect to your obligations under this Agreement. All of our rights and the indemnities in our favor under this EFA shall survive its termination. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You shall not assign or otherwise transfer this EFA or any of your obligations hereunder. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now under this EFA, but none of our obligations. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in a writing duly executed by the party against whom enforcement is sought. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, a Supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A copy of this EFA shall be deemed an original for all purposes. Lender may acknowledge its acceptance of this EFA in a subsequent communication signed by Lender. Any notice given hereunder shall be in writing and, if delivered by mail, deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor at its address set forth above or to Lender at 23970 HWY 59 N, Kingwood, TX 77339-1535, or such other address given to the sender by written notice. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You agree that by providing us with an email address or a telephone number for a cellular or wireless device, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or telephone number that you provide to us now or in the future. Only the copy of this EFA marked as the "sole original" or similar language by us or our designee is the chattel paper original of this EFA.</p>		
<p>This EFA shall become effective upon Debtor's signature below, provided, however, that our obligation to perform our obligations under this EFA shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us. By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the Supplier on behalf of Debtor. The person executing this EFA is authorized to do so, making this EFA the valid and binding act of the Debtor.</p>					
Debtor Name:		NITRO AUTO SALES LLC		<p>By: <input checked="" type="checkbox"/> KENNETH MARSH</p> <p>Printed Name/Title: KENNETH MARSH, Managing Member</p>	
<p>GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance when due of all of the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law, venue and notice provisions of the EFA shall apply to this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.</p>					
Guarantor Signature: <input checked="" type="checkbox"/> KENNETH MARSH		Printed Name:		KENNETH MARSH	
Guarantor Signature: 229FEFEEDC6B427...		Printed Name:			
<p>AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes Lender or Lender's successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by Debtor from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA and Debtor acknowledges that a revocation of this authority shall be an event of default under the Agreement. Any incorrect charge will be corrected upon notification to Lender by either a credit or debit to Debtor's account.</p>					
Bank Name:		FCB BANK		Business Acct Name: NITRO AUTO SALES LLC	
Account No:		1410039001		ABA No: 081025198	
Authorized Signature: <input checked="" type="checkbox"/> KENNETH MARSH		Printed Name / Title:		KENNETH MARSH, CEO	
229FEFEEDC6B427...					

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value: TALLADEGA TOWING

Search

Company Snapshot

TALLADEGA TOWING&TRANSPORTING LLC

USDOT Number: 2548753

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **04/27/2021**. **Carrier Registration Information Outdated.**
Carrier VMT Outdated.

Other Information for this Carrier

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

<u>Entity Type:</u>	CARRIER		
<u>Operating Status:</u>	NOT AUTHORIZED	<u>Out of Service Date:</u>	None
<u>Legal Name:</u>	TALLADEGA TOWING&TRANSPORTING LLC		
<u>DBA Name:</u>			
<u>Physical Address:</u>	6425 ETZEL ST ST LOUIS, MO 63133		
<u>Phone:</u>	(314) 496-3407		
<u>Mailing Address:</u>	P O BOX 150233 ST LOUIS, MO 63115		
<u>USDOT Number:</u>	2548753	<u>State Carrier ID Number:</u>	
<u>MC/MX/FF Number(s):</u>		<u>DUNS Number:</u>	--
<u>Power Units:</u>	1	<u>Drivers:</u>	1
<u>MCS-150 Form Date:</u>	10/09/2014	<u>MCS-150 Mileage (Year):</u>	
<u>Operation Classification:</u>	<div> <input checked="" type="checkbox"/> Auth. For Hire <input type="checkbox"/> Priv. Pass.(Non-business) <input type="checkbox"/> State Gov't </div> <div> <input type="checkbox"/> Exempt For Hire <input type="checkbox"/> Local Gov't </div>		

Private(Property) Priv. Pass. (Business)	Migrant U.S. Mail Fed. Gov't	Indian Nation
Carrier Operation:		
Interstate	Intrastate Only (HM)	<input checked="" type="checkbox"/> Intrastate Only (Non-HM)
Cargo Carried:		
General Freight	Liquids/Gases	Chemicals
Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
<input checked="" type="checkbox"/> Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: **04/27/2021**

Total Inspections: **1**

Total IEP Inspections: **0**

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

<u>Inspections:</u>				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	1	1	0	0
Out of Service	1	0	0	0
Out of Service %	100%	0%	%	0%

Nat'l Average % as of DATE 03/26/2021*	20.76%	5.26%	4.46%	N/A
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***OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.**

Crashes reported to FMCSA by states for 24 months prior to: **04/27/2021**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

<u>Crashes:</u>				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: **04/27/2021**

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

<u>Inspections:</u>		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: **04/27/2021**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

<u>Crashes:</u>				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | **Safety Rating**

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: **04/27/2021**

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

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Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • [Field Office Contacts](#)

From: Damon Bounds <damon.bounds@gatewayclassiccars.com>

Sent: Friday, April 23, 2021 9:18 AM
Case: 4:23-cv-00918-AMS Doc. #: 1-1 Filed: 07/23/21 Page: 13 of 45 PageID #: 24

To: nitrotrans618@gmail.com

Subject: Transporting Cars.

21SL-CC02136

Hello Ken,

After speaking with a repo agent named Mike with Talladega Towing on 4/23/2021 that called our office to inform us that your equipment was out for repossession and that if you are hauling any of our vehicles and he finds you, that he will also be taking our vehicle that you are transporting.

So, at this time we will be looking at other transport companies for our transports due to Nitro Transport being too much liability to our clients.

Thanks,

Damon Bounds

Showroom Manager

Gateway Classic Cars of St. Louis

Damon.Bounds@GatewayClassicCars.com

Office: 618-271-3000



Mobile: 618-660-3689



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: WILLIAM M. CORRIGAN JR.	Case Number: 21SL-CC02136	(Date File Stamp)
Plaintiff/Petitioner: KENNETH MARSH	Plaintiff's/Petitioner's Attorney/Address: MAXWELL JOSEPH GROSWALD PO BOX 179343 ST LOUIS, MO 63117	
Defendant/Respondent: TALLADEGA TOWING & TRANSPORTATION LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Other Tort		

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: COMMERCIAL RELATIONSHIP RECOVERY, INC. Alias: 104 GREENFIELD DR., STE. 8-336 TONAWANDA, NY 14150		5651 MAIN STREET, SUITE 8-336 WILLIAMSVILLE, NY 14221
COURT SEAL OF  ST. LOUIS COUNTY	<p>You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.</p> <p>SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.</p>	
<u>12-MAY-2021</u> Date Further Information: MT	 Clerk	

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
 - My official title is _____ of _____ County, _____ (state).
 - I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other (describe) _____.
- Served at _____ (address)
 in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
 Non Est \$ _____
 Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion and/or petition must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion and/or petition when offered to him, the return shall be prepared to show the offer of the officer to deliver the summons and motion and/or petition and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the individual personally or by leaving a copy of the summons and motion and/or petition at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and motion and/or petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion and/or petition to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion and/or petition to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. On a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory in the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than sixty days from the date the Defendant/Respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri Court within 30 days after service.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

In the
CIRCUIT COURT
Of St. Louis County, Missouri



For File Stamp Only

Kenneth Marsh Et Al
 Plaintiff/Petitioner

May 12, 2021
 Date

21SL-CC02136
 Case Number

vs.

Talladega Towing Et Al
 Defendant/Respondent

15
 Division

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Kenneth Marsh, pursuant

Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Michael Barbieri, 130 S. Bemison, Clayton, MO 63105, 314-391-2300
 Name of Process Server Address Telephone

Curtis Martin, 130 S. Bemison, Clayton, MO 63105, 314-391-2300
 Name of Process Server Address or in the Alternative Telephone

Brian Tranchilla, 130 S. Bemison, Clayton, MO 63105, 314-391-2300
 Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:

Michael D. Thompson
 Name
12347 Spanish Trace
 Address
St. Louis, MO 63043
 City/State/Zip

SERVE:

 Name

 Address

 City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By _____
 Deputy Clerk

 Date

SERVE:

Michael D. Thompson (alternate address)
 Name
6423 Etzel Avenue
 Address
St. Louis, MO 63133
 City/State/Zip

SERVE:

 Name

 Address

 City/State/Zip

/s/ Maxwell J. Groswald
 Signature of Attorney/Plaintiff/Petitioner
65938
 Bar No.
P.O. Box 179343, St. Louis, MO 63117
 Address
(314) 736-1275 (314) 442-4116
 Phone No. Fax No.

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment [except as allowed by Missouri Supreme Court Rule 90.03(a)].

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, [except as allowed by Missouri Supreme Court Rule 90.03(a)], or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <https://wp.stlcountycourts.com > forms>.

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.

In the
CIRCUIT COURT
 Of St. Louis County, Missouri



For File Stamp Only

Kenneth Marsh Et Al
 Plaintiff/Petitioner

May 12, 2021
 Date

21SL-CC02136
 Case Number

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 Name
12347 Spanish Trace
 Address
St. Louis, MO 63043
 City/State/Zip

SERVE:

 Name

 Address

 City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By /s/Molly Thal
 Deputy Clerk
05/12/2021
 Date

SERVE:

Michael D. Thompson (alternate address)
 Name
6423 Etzel Avenue
 Address
St. Louis, MO 63133
 City/State/Zip

SERVE:

 Name

 Address

 City/State/Zip

/s/ Maxwell J. Groswald
 Signature of Attorney/Plaintiff/Petitioner
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IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: WILLIAM M. CORRIGAN JR.	Case Number: 21SL-CC02136	(Date File Stamp)
Plaintiff/Petitioner: KENNETH MARSH	Plaintiff's/Petitioner's Attorney/Address MAXWELL JOSEPH GROSWALD PO BOX 179343 ST LOUIS, MO 63117	
Defendant/Respondent: TALLADEGA TOWING & TRANSPORTATION LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Other Tort		

Summons in Civil Case

The State of Missouri to: TALLADEGA TOWING & TRANSPORTATION LLC

Alias:

MICHAEL D. THOMPSON, REG. AGT.
12347 SPANISH TRACE
ST LOUIS, MO 63043

MICHAEL D. THOMPSON, REG. AGT.
6425 ETZEL AVE
ST LOUIS, MO 63133

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

12-MAY-2021

Date

Further Information:
MT

Joan P. Dineen
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____.

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 _____

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

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The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

County Satellite Court Now Open in St. Ann

Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

Attending Court Hearings Remotely using E-Courts

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

Please note: Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.

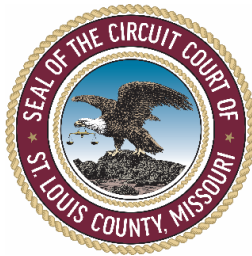
Filing Pleadings/New Petitions

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

Filing Orders of Protection

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

For more information call: 314-615-8029



**IN THE CIRCUIT COURT OF SAINT LOUIS COUNTY
STATE OF MISSOURI**

Kenneth Marsh,

and

Nitro Transport, LLC

and

Nitro Auto Sales, LLC

Plaintiffs,

vs.

Commercial Relationship Recovery, Inc.

and

Talladega Towing & Transporting, LLC

and

Michael D. Thompson

and

Ascentium Capital, LLC

Cause No: 21SL-CC02136

Jury Trial Demanded

SERVE:

Commercial Relationship Recovery, Inc.

Registered Agent

104 Greenfield Drive, Suite 8-336

Tonawanda, New York 14150

or:

Commercial Relationship Recovery, Inc.

Registered Agent

5651 Main Street, Suite 8-336

Williamsville, New York 14221

SERVE:

Talladega Towing & Transporting, LLC
Registered Agent: Michael D. Thompson
12347 Spanish Trace
St. Louis, MO 63043

or:

Talladega Towing & Transporting, LLC
Registered Agent: Michael D. Thompson
6425 Etzel Avenue
St. Louis, MO 63133

SERVE:

Michael D. Thompson
12347 Spanish Trace
St. Louis, MO 63043

or:

Michael D. Thompson
6425 Etzel Avenue
St. Louis, MO 63133

SERVE:

Ascentium Capital, LLC
c/o CT Corporation System
120 South Central Ave., #400
Clayton, MO 63105

AMENDED PETITION

COMES NOW, Plaintiffs, Kenneth Marsh (“Mr. Marsh”), Nitro Transport, LLC (“Nitro Transport”), and Nitro Auto Sales (“Nitro Auto”), collectively referred to as “Plaintiffs,” and for their petition against Commercial Relationship Recovery, Inc., (“CR2”), Talladega Towing & Transporting, LLC (“Talladega”), Michael D. Thompson (“Thompson” or “Mr. Thompson”), and Ascentium Capital, LLC (“ACL” or “AC”) states as follows:

Venue and Jurisdiction

1. Jurisdiction and venue are proper as to Talladega and Mr. Thompson because Talladega’s registered agent (Mr. Thompson) is located in Saint Louis County, Missouri.

2. Jurisdiction and venue are proper as to CR2 pursuant to Mo. Rev. Stat. § 506.500 because CR2 engaged in a business relationship with Talladega and has availed itself by engaging in business in Saint Louis County.
3. Jurisdiction and venue are proper because ACL's registered agent is located in Saint Louis County, Missouri.

Facts

4. Mr. Marsh is a resident of the State of Illinois.
5. Mr. Marsh is the owner of Nitro Transport, LLC, and Nitro Auto Sales, LLC.
6. Both of the aforementioned LLC's regularly do business in the greater Saint Louis area (this includes both Missouri and Illinois), and are engaged in the business of towing and repossessing vehicles on behalf of third parties.
7. Plaintiff's biggest client is Gateway Classic Cars ("Gateway").
8. Mr. Thompson is a resident of Saint Louis County, and the owner and registered agent of Talldega.
9. Talladega regularly conducts business in the greater Saint Louis area.
10. Tallegda is in the business of towing and repossessing vehicles on behalf of third parties.
11. CR2 is "recovery company" that acts on behalf of commercial lenders to recover collateral for their clients.
12. CR2's principal place of business is in the State of New York.
13. ACL is a privately-held business that specializes in business equipment financing, with its principal place of business in Texas.
14. Plaintiff is the owner of a 2020 Dodge Ram 4500 (the "Ram 4500") and obtained financing from ACL to purchase the aforementioned vehicle. See Exhibit A.

15. In the fall of 2020, Plaintiff and ACL got into a dispute regarding the principal balance owed on the Ram 4500.
16. Specifically, when Plaintiff called to ask the payoff on the Ram 4500, a representative of ACL told Plaintiff that the payoff was approximately \$92,000.00.
17. The payoff was in fact closer to \$73,000.00.
18. Plaintiff disputed the \$92,000.00 figure, and asked that this matter be escalated to another employee/office of ACL, so this discrepancy could be resolved.
19. Over the next several months, Plaintiff made several attempts to address this matter, but ACL was not receptive to Plaintiff.
20. Eventually, Plaintiff ceased paying ACL.
21. This cessation in payments was done solely in an effort to get ACL's attention and resolve this matter.
22. In April of 2021, Plaintiff defaulted on the loan with ACL.
23. ACL hired CR2 to recover the Ram 4500.
24. CR2 subsequently employed Mr. Thompson and Talladega to recover the Ram 4500.
25. Talladega is not authorized to carry out the task for which CR2 employed Talladega for.
See Exhibit B.
26. All acts done by Mr. Thompson and Talladega were done on behalf of CR2, at the behest of CR2, and were done within the scope of Mr. Thompson's employment by CR2.
27. All acts done by Mr. Thompson, Talladega, and CR2 were done on behalf of ACL, at the behest of ACL, and within the scope of employment by ACL.
28. Mr. Thompson called Gateway and spoke with employees named "Mason" and "Damon."

29. Mr. Thompson told Mason and Damon that Mr. Marsh's Ram 4500 was under "repo status."
30. Mr. Thompson told Mason and Damon that if Mr. Thompson captured the Ram 4500, and any of Gateway's collateral was attached to the Ram 4500, then Mr. Thompson would also seize Gateway's inventory.
31. Mason called Mr. Marsh to inform him of this incident.
32. Mr. Marsh called Mr. Thompson via phone to confront him.
33. Mr. Thompson told Mr. Marsh that if Mr. Marsh did not surrender the collateral immediately, then Mr. Thompson would go to visit "the pharmacy."
34. Mr. Marsh's wife works at a pharmacy, so this was clearly a thinly veiled threat that Mr. Thompson was going to harass/harm Mr. Marsh's wife.
35. Mr. Thompson then stated "that's only the f***ing beginning... I am going to involve your whole f***ing family and everyone you know, and everyone is going to hate you. You have two hours to turnover this f***ing car or else..."
36. As a result of this incident, Gateway terminated Plaintiff from all further business dealings. See Exhibit C.

Count I: Tortious Interference with Contract or Business Expectancy as to all

Defendants

COMES NOW, Plaintiffs, and for this claim of tortious interference with a contract or business expectancy, states as follows:

37. Plaintiff realleges and incorporates all of the above paragraphs as if full stated herein.
38. Plaintiff reasonably excepted income derived from a continuous business relationship with Gateway.

39. Defendants knew that Plaintiff expected income from a continuous business relationship with Gateway.

40. Defendants intentionally interfered with this business expectancy by inducing and/or causing a breach of the contract or business relationship/business expectancy.

41. Defendants conduct was entirely without justification.

42. Plaintiffs have been catastrophically financially damaged by Defendants' conduct in an amount equal to the amount of expected income Plaintiffs would have had but for Defendants' tortious interference.

43. Had ACL simply responded to Mr. Marsh, none of this would have happened.

WHEREFORE, Plaintiffs prays this Court enter a judgment against all defendants jointly and severally in excess of \$25,000.00 (twenty-five thousand dollars and no cents); for economic damages, actual damages, consequential damages, and punitive damages; for attorneys' fees and court costs; and for such other and further relief this Court deems just and proper.

Count II: Breach of Peace Under §RSMo 400.9-609 as to all Defendants

COMES NOW, Plaintiffs, and for this claim of Breach of Peace, states as follows:

44. Plaintiff realleges and incorporates all of the above paragraphs as if full stated herein.

45. Defendants breached the peace in their attempt to recover the Ram 4500.

46. Specifically, Defendants breached the peace by threatening to pay a visit to Mr. Marsh's wife and making thinly veiled threats towards Mr. Marsh's entire family.

WHEREFORE, Plaintiffs prays this Court enter a judgment against all defendants jointly and severally in excess of \$25,000.00 (twenty-five thousand dollars and no cents); for economic

damages, actual damages, consequential damages, and punitive damages; for attorneys' fees and court costs; and for such other and further relief this Court deems just and proper.

Respectfully Submitted,

Groswald Law, LLC

/s/ Maxwell J. Groswald

Maxwell J. Groswald #65938MO

Groswald Law, LLC

P.O. Box 179343

Saint Louis, MO 63117

P: 314-736-1275

F: 314-442-4116

E: maxwell@groswald.com

EQUIPMENT FINANCE AGREEMENT

Agreement No. 2421594

THIS IS A COPY
of this copy of the Ascentium Capital LLC
by the designated custodian
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

DEBTOR ("you" or "your"): NITRO AUTO SALES LLC		ADDRESS 6850 US 67, IMPERIAL, MO 63052		TERM: 72	
PAYMENT SCHEDULE: 3 @ \$99.00, 69 @ \$1,476.39					
<p>COLLATERAL: Items of personal property as generally described herein which Ascentium Capital LLC and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request.</p> <p>Personal Property Description: 2020 RAM 4500, TT&L</p>					
<p>Agreement. Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.</p> <p>Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary.</p> <p>Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, including without limitation any defect, damage or unfitness of the Collateral. You acknowledge you selected the Supplier and Collateral and the Supplier is not our agent nor are we their agent. If the Collateral is unsatisfactory for any reason, your only remedy, if any, shall be against the Supplier and not against us.</p> <p>Collateral. You will use the Collateral for commercial purposes only and in compliance with law. You will not sell, transfer, assign or lease the Collateral or otherwise allow the Collateral to be used by anyone other than you. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.</p> <p>Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary.</p> <p>Insurance. During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.</p> <p>Default and Remedies. If any one of the following occurs with respect to you or any guarantor, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed</p>			<p>against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA or (iv) you merge, consolidate with, or sell all or substantially all of your assets or a majority of your ownership interests to any third party. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 3% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral and/or (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.</p> <p>General. This EFA shall be governed and construed under the laws of the State of California without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of courts located in California in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial. Time is of the essence with respect to your obligations under this Agreement. All of our rights and the indemnities in our favor under this EFA shall survive its termination. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You shall not assign or otherwise transfer this EFA or any of your obligations hereunder. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now under this EFA, but none of our obligations. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in a writing duly executed by the party against whom enforcement is sought. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, a Supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A copy of this EFA shall be deemed an original for all purposes. Lender may acknowledge its acceptance of this EFA in a subsequent communication signed by Lender. Any notice given hereunder shall be in writing and, if delivered by mail, deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor at its address set forth above or to Lender at 23970 HWY 59 N, Kingwood, TX 77339-1535, or such other address given to the sender by written notice. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You agree that by providing us with an email address or a telephone number for a cellular or wireless device, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or telephone number that you provide to us now or in the future. Only the copy of this EFA marked as the "sole original" or similar language by us or our designee is the chattel paper original of this EFA.</p>		
<p>This EFA shall become effective upon Debtor's signature below, provided, however, that our obligation to perform our obligations under this EFA shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us. By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the Supplier on behalf of Debtor. The person executing this EFA is authorized to do so, making this EFA the valid and binding act of the Debtor.</p>					
Debtor Name:		NITRO AUTO SALES LLC		By: <input checked="" type="checkbox"/> KENNETH MARSH	
				Printed Name/Title: KENNETH MARSH, Managing Member	
<p>GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance when due of all of the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law, venue and notice provisions of the EFA shall apply to this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.</p>					
Guarantor Signature: <input checked="" type="checkbox"/> KENNETH MARSH		Printed Name:		KENNETH MARSH	
Guarantor Signature: 229FEFEEDC6B427...		Printed Name:			
<p>AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes Lender or Lender's successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by Debtor from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA and Debtor acknowledges that a revocation of this authority shall be an event of default under the Agreement. Any incorrect charge will be corrected upon notification to Lender by either a credit or debit to Debtor's account.</p>					
Bank Name:		FCB BANK		Business Acct Name: NITRO AUTO SALES LLC	
Account No:		1410039001		ABA No: 081025198	
Authorized Signature: <input checked="" type="checkbox"/> KENNETH MARSH		Printed Name / Title:		KENNETH MARSH, CEO	
				229FEFEEDC6B427...	

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value: TALLADEGA TOWING

Search

Company Snapshot

TALLADEGA TOWING&TRANSPORTING LLC

USDOT Number: 2548753

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **04/27/2021**. **Carrier Registration Information Outdated.**
Carrier VMT Outdated.

Other Information for this Carrier

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

<u>Entity Type:</u>	CARRIER		
<u>Operating Status:</u>	NOT AUTHORIZED	<u>Out of Service Date:</u>	None
<u>Legal Name:</u>	TALLADEGA TOWING&TRANSPORTING LLC		
<u>DBA Name:</u>			
<u>Physical Address:</u>	6425 ETZEL ST STLOUIS, MO 63133		
<u>Phone:</u>	(314) 496-3407		
<u>Mailing Address:</u>	P O BOX 150233 ST LOUIS, MO 63115		
<u>USDOT Number:</u>	2548753	<u>State Carrier ID Number:</u>	
<u>MC/MX/FF Number(s):</u>		<u>DUNS Number:</u>	--
<u>Power Units:</u>	1	<u>Drivers:</u>	1
<u>MCS-150 Form Date:</u>	10/09/2014	<u>MCS-150 Mileage (Year):</u>	
<u>Operation Classification:</u>	<input checked="" type="checkbox"/> Auth. For Hire Priv. Pass.(Non-business) State Gov't <input type="checkbox"/> Exempt For Hire <input type="checkbox"/> Local Gov't		

Private(Property) Priv. Pass. (Business)	Migrant U.S. Mail Fed. Gov't	Indian Nation
Carrier Operation:		
Interstate	Intrastate Only (HM)	<input checked="" type="checkbox"/> Intrastate Only (Non-HM)
Cargo Carried:		
General Freight	Liquids/Gases	Chemicals
Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
<input checked="" type="checkbox"/> Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: **04/27/2021**

Total Inspections: **1**

Total IEP Inspections: **0**

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

<u>Inspections:</u>				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	1	1	0	0
Out of Service	1	0	0	0
Out of Service %	100%	0%	%	0%

Nat'l Average % as of DATE 03/26/2021*	20.76%	5.26%	4.46%	N/A
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***OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.**

Crashes reported to FMCSA by states for 24 months prior to: **04/27/2021**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

<u>Crashes:</u>				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: **04/27/2021**

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

<u>Inspections:</u>		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: **04/27/2021**

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

<u>Crashes:</u>				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | **Safety Rating**

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: **04/27/2021**

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

[SAFER Home](#) | [Feedback](#) | [Privacy Policy](#) | [USA.gov](#) | [Freedom of Information Act \(FOIA\)](#) | [Accessibility](#) | [OIG Hotline](#) | [Web Policies and Important Links](#) | [Plug-ins](#)

Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • [Field Office Contacts](#)

From: Damon Bounds <damon.bounds@gatewayclassiccars.com>

Sent: Friday, April 23, 2021 9:18 AM

Case: 4:21-cv-00918-AMS Doc. #: 1-1 Filed: 07/23/21 Page: 39 of 45 PageID #: 50

To: nitrotrans618@gmail.com

Subject: Transporting Cars.

Hello Ken,

After speaking with a repo agent named Mike with Talladega Towing on 4/23/2021 that called our office to inform us that your equipment was out for repossession and that if you are hauling any of our vehicles and he finds you, that he will also be taking our vehicle that you are transporting.

So, at this time we will be looking at other transport companies for our transports due to Nitro Transport being too much liability to our clients.

Thanks,

Damon Bounds

Showroom Manager

Gateway Classic Cars of St. Louis

Damon.Bounds@GatewayClassicCars.com

Office: 618-271-3000

Mobile: 618-660-3689



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: WILLIAM M. CORRIGAN JR.	Case Number: 21SL-CC02136
Plaintiff/Petitioner: KENNETH MARSH	Plaintiff's/Petitioner's Attorney/Address MAXWELL JOSEPH GROSWALD PO BOX 179343 ST LOUIS, MO 63117
Defendant/Respondent: TALLADEGA TOWING & TRANSPORTATION LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

SHERIFF FEE
PAID

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: ASCENTUM CAPITAL, LLC

Alias:

C/O CT CORPORATION SYSTEM
120 S CENTRAL AVE., #400
CLAYTON, MO 63105

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

03-JUN-2021

Date

Further Information:
MT

Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____.

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 _____

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

County Satellite Court Now Open in St. Ann

Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

Attending Court Hearings Remotely using E-Courts

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

Please note: Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.

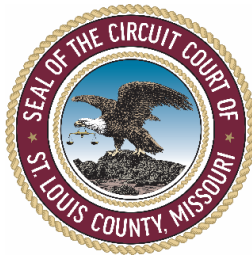
Filing Pleadings/New Petitions

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

Filing Orders of Protection

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

For more information call: 314-615-8029



RETURN

SB 7/3 C

**IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI**

Judge or Division: WILLIAM M. CORRIGAN JR.	Case Number: 21SL-CC02136
Plaintiff/Petitioner: KENNETH MARSH	Plaintiff's/Petitioner's Attorney/Address MAXWELL JOSEPH GROSWALD PO BOX 179343 ST LOUIS, MO 63117
Defendant/Respondent: TALLADEGA TOWING & TRANSPORTATION LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

SHERIFF FEE PAID**FILED** (Date File Stamp)**Summons in Civil Case****The State of Missouri to:** ASCENTUM CAPITAL, LLC

JUN 29 2021

C/O CT CORPORATION SYSTEM
120 S CENTRAL AVE., #400
CLAYTON, MO 63105

Alias:

30
CTCOR
umJOAN M. GILMER
CIRCUIT CLERK, ST LOUIS COUNTY

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

03-JUN-2021

Date

Further Information:

MT

Clerk
Sheriff's or Server's Return**Note to serving officer:** Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to **LCW - B. LOVE** (name) **INTAKE SPECIALIST** (title).

☒ other**CT CORPORATION**

Served at

in **St. Louis County** (County/City of St. Louis), MO, on **JUN 23 2021** (date) at **9 AM** (time).

(Seal)

Printed Name of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

6/21